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15. Appeal and Error (§ 1153*)—Determination of Cause—Final Judgment.—Where the record affords certain proof by which an excessive verdict can be corrected, a final judgment for the correct amount may be entered on appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 4507-4512; Dec. Dig. § 1153.*]

KISER *v.* KISER.

Nov. 19, 1908.

[62 S. E. 936.]

1. Divorce (§ 215*)—Temporary Alimony.—It is not error in an action by a husband against his wife for divorce to allow the wife \$150 temporary alimony to enable her to employ counsel and pay the costs of the litigation, where she is old and infirm, no longer capable of labor, and without means of support.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. § 634; Dec. Dig. § 215.*]

2. Divorce (§ 240*)—Permanent Alimony.—In an action by a husband for divorce, it was shown that he had sold a tract of land for \$1,680, only \$420 to be paid at the execution of the deed and the balance in installments, the last installment not to become due until the grantor's wife should release her dower right. The prayer for divorce, as well as the prayer in defendant's cross-bill for divorce, was denied, but defendant was given \$500 as permanent alimony, which was to include \$150 temporary alimony, and the grantee, which had been made a defendant, was decreed to pay the wife the amount of her alimony, and on such payment the grantee was released from any claim of the wife to the land. Held, that the decree would be sustained, the allowance of the temporary alimony being proper, and the balance of the award covered the value of the wife's contingent right of dower, and it did not appear just what value was placed upon such right.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. §§ 675-678; Dec. Dig. § 240.*]

BLUE RIDGE LIGHT & POWER CO. *v.* PRICE.

Nov. 19, 1908.

[62 S. E. 938.]

1. Evidence (§ 123*)—Res Gestæ.—Conversation between the motorman and a third person after a passenger, who, while attempting to board a street car, had been injured, by being thrown to the ground

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.